Terms and Conditions –

The following terms and conditions apply to all work carried out by Flinders Analytical, a business unit of the Faculty of Science and Engineering, Flinders University of South Australia (ABN 65 542 596 200) a body corporate established pursuant to the provisions of the Flinders University of South Australia Act 1966 (SA) and having its principal offices at Sturt Road, Bedford Park 5042 (Flinders Analytical). Receipt by Flinders Analytical of the Samples for analysis by the Client constitutes acceptance of the Flinders Analytical’s offer to provide the Services on these terms and conditions.

1. Services
1.1. Flinders Analytical will provide the Services with due professional care and skill and where applicable, in accordance with NATA accreditation.
1.2. Flinders Analytical will provide the Services as soon as reasonably practicable upon receipt of the Samples.
1.3. Flinders Analytical reserves the right to refuse to conduct any test where Flinders Analytical deems that such testing may pose a safety or health hazard.
1.4. Flinders Analytical remains free to provide services of the type provided under this contract to other clients.
1.5. The Client acknowledges that during conduct of the Services the samples or parts of samples may be altered, damaged, lost or destroyed. Flinders Analytical shall not be liable to the Client or any third party for any samples that are altered, damaged, lost or destroyed during the conduct of the services.
1.6. The Services will be provided within Flinders Analytical unless otherwise agreed in writing between the Client and Flinders Analytical.

2. Obligations
2.1. It is the Client’s responsibility to ensure that all information required to commence analysis is provided on the Sample Submission Form.
2.2. The Client must organize at its own risk and expense the transport of samples to and, if necessary, from Flinders Analytical.
2.3. The Client must notify Flinders Analytical of all known safety or health hazards and special procedures relevant to the handling, testing, storage, transport and disposal of samples.
2.4. The Client is responsible for ensuring that the samples are representative of the product or material to be analysed and for retaining any duplicate or control samples.
2.5. The Client must provide samples in the appropriate containers and amounts in order to conduct the services.
2.6. Flinders Analytical will store the samples in appropriate conditions pending testing.

3. Confidential Information
3.1. Flinders Analytical and the Client will keep confidential and only use for the purposes of the Services any Confidential Information provided to each other unless prior written approval is obtained. Confidential Information means any information in any form disclosed by the one party to the other party or acquired by the one party from the other (whether deliberately or inadvertently) including:
   (a) any information passing from the personnel of the disclosing party;
   (b) any information relating to this document, its subject matter, any negotiations or transactions contemplated or provided for in this document;
   (c) any information regarding the previous, current or future business interests, operations or affairs, personnel policies or business strategies of any party or any of its related corporations or of any person or entity with which that party may deal or be concerned,
   but excluding any information that the recipient can establish:
   (d) is in the public domain other than through disclosure in breach of this contract;
   (e) is independently developed by the recipient; or
   (f) is received by the recipient from a third party who is not bound by obligations of confidence in relation to the information.

4. Payment
4.1. External Clients
4.1.1. The Client agrees to pay Flinders Analytical the service fee as specified on the invoice provided.
4.1.2. If any payment is not made on or before the specified due date, Flinders Analytical reserves the right to cease further provision of Services to that Client until payment is received and reserves the right to terminate the contract.
4.1.3. Termination of the contract does not release the Client of any obligation to pay the outstanding debt owed to Flinders Analytical for the provision of services to the Client.
4.2. Internal Clients
4.2.1. The Client agrees to pay Flinders Analytical the service fee as specified on the website for internal users or as otherwise agreed in writing with the Facility Manager.

5. Intellectual Property
5.1. Intellectual Property means all intellectual or industrial property rights throughout the world and all associated goodwill, including without limitation all present and future rights in relation to inventions (including patents), copyright or rights analogous to copyright, trade marks (including service marks), domain names, designs, Confidential Information (including trade secrets), know-how, plant variety rights, eligible layouts and circuit layouts, whether unregistered, registered or registrable and for the entire life of those rights and any renewals.
5.2. Flinders Analytical and the Client retain all rights to any existing Intellectual Property used in the performance of the Services.
5.3. Any copyright in reports or documents created by Flinders Analytical specifically for the Client in the performance of the Services will be owned by the Client.
5.4. Any other Intellectual Property created in the performance of the Services will be owned by Flinders Analytical.

6. Warranties and Indemnities
6.1. Flinders Analytical does not give any warranty nor accept any liability in relation to the services or the results obtained from the services except to the extent required by law.
6.2. Notwithstanding clause 7.1, Flinders Analytical’s maximum liability is limited to the re-performance of the Services or refund of the service cost.
6.3. The Client agrees that it will use the results from the Services at its own risk and that it is the responsibility of the Client to apply the results from the Services.

6.4. The Client indemnifies Flinders Analytical from any claim made by any third party, whether such claim is made in contract, tort or by statute, for any loss, damage or costs as a result of the provision of the Services provided under this contract or the use or release of the results obtained from the Services except to the extent that the loss is a direct result of Flinders Analytical’s negligence.

7. Force Majeure

7.1. Flinders Analytical will not be liable for failure to perform its obligations if such a delay is due to Force Majeure. Force Majeure means a circumstance beyond the reasonable control of Flinders Analytical which results in Flinders Analytical being unable to observe or perform on time an obligation under this contract.

8. Severability

8.1. If any term of the contract is found to be invalid, unenforceable or illegal for any reason, such term shall be deemed deleted and the remainder of the contract will remain otherwise in full force.

9. Notices

9.1. Notices will be issued to the Client’s address shown on the submission form and may be delivered by mail and deemed to be served on the third business day after posting.

10. Amendments

10.1. These terms and conditions shall not be amended except by agreement in writing signed by Flinders Analytical and the Client.

11. Independent Contractor

11.1. Nothing in this contract constitutes any relationship of employer and employee or partnership between Flinders Analytical and the Client.

12. Governing Law

12.1. This contract is governed by the laws of South Australia and the Commonwealth of Australia.

12.2. Flinders Analytical and the Client submit to the exclusive jurisdiction of the courts of South Australia.